should be determined by apportioning the amount of the blanket policies among the various items. *Blake v. Ins. Co.*, 12 Gray *272*; *Lesure Lumber Co. v. Mut. Fire Ins. Co.*, 101 Iowa 514; *Mayer v. Am. Ins. Co.*, *22* N. Y. Supp. *227*. These decisions, however, are but slightly supported by argument, and the carefully reasoned solution adopted in the present case seems a much more logical method of fixing the liability in accordance with the contract obligations of a blanket policy. The single similar decision did not go so far, holding only that blanket policies cover property specifically insured, to their full amount, "where there is no other property, described in the compound policies, which has suffered loss." *Page v. Ins. Co.*, 74 Fed. 203, 33 L. R. A. 249.

INSURANCE—TRANSFER OF TITLE—CONDITION.—ROSENSTEIN V. TRADERS INS. CO. OF CHICAGO, 79 N. Y. SUPP. 736.—Certain premises covered by an insurance policy were conveyed by the plaintiff to his son by a deed which the plaintiff recorded and in which a consideration was recited. No consideration was, in fact, paid nor was there any change in possession, the deed having been made for the sole purpose of preventing the enforcement of a judgment against the land. *Held*, that this constituted such a change in "interest, title, or possession" as to avoid the policy. McLennan and Spring, JJ., *dissenting*.

It has been held that a change in fact and not mere evidence of change is necessary; *Ayres v. Hartford L. Ins. Co.*, 17 Ia. 176; and that there must be an actual change of possession in the case of personalty. *Forward v. Ins. Co.*, 142 N. Y. 382. A mere agreement to represent to creditors that a sale has been made will not avoid the policy, *Orrell v. Hampden F. Ins. Co.*, 13 Gray 431. The minority's contention that in the absence of intention to pass title by deed none will pass, is well supported by the decisions; *Ten Eyke v. Whitbeck*, 156 N. Y. 341; *Steel v. Miller*, 40 Ia. 402; *Stevens v. Hatch*, 6 Minn. 64; and it would seem that no such intention as a matter of law appears. Opinon of McLennan, J., p. 742.

INTERSTATE COMMERCE—ORIGINAL PACKAGES—CIGARETTES.—COOK V. MARSHALL COUNTY, 93 N. W. 372 (IA.).—A large number of small boxes of cigarettes, absolutely loose, were shipped into the State in violation of the State law. *Held*, each box will not be considered an "original package."

It was contended that this case should be distinguished from *Austin v. Tennessee*, 179 U. S. 343, because of the mode of shipping. In that case the packages were shipped in an open basket furnished by the express company, and, following *In re Harmon*, 43 Fed. 372, that a package need not be covered or closed in order to constitute an original package, it was held that the basket constituted the "original package." In the present instance the packages were piled in a loose heap and the carrier was told to take a certain number; but the court refused to distinguish the cases. In *Iowa v. McGregor*, 76 Fed. 956, it was held that the State cannot prohibit the importation of cigarettes in small boxes. See also *Sawrie v. Tennessee*, 82 Fed. 615. The position taken here, however, seems more reasonable and just, and will probably prevail.

INTOXICATING LIQUORS—CIVIL DAMAGE—LIABILITY.—STAHNKA ET AL. V. KREITLE, 92 N. W. 1042 (NEB.).—Under a statute declaring that one licensed

to sell liquors shall pay all damages that individuals may sustain in consequence of such traffic, an action was brought by a wife against a saloonkeeper, for having induced habitual drunkenness in a previously sober and industrious husband. The defendant had retired from the business several months previous to the bringing of the action. *Held,* that the defendant was liable for the husband's consequent dissipated career, although he had ceased to furnish the husband with liquors.

The weight of authority is against this view because of the remoteness of the cause. Damages are recoverable only where the injury is caused proximately by the sale. *Barks v. Woodruff,* 12 Ill. App. 96. The continuance of the habit should not be considered a natural and proximate consequence. Although the injury—failure to support—results from a general besotted condition rather than from any single intoxication, yet those who have in the past contributed to the condition cannot, we believe, justly be held liable along with those causing the present continuing condition.

INTOXICATING LIQUORS—DELIVERY BY COMMON CARRIER, C. O. D.—NECESSITY FOR LICENSE.—U. S. v. ADAMS EXPRESS CO., 119 FED. 240.—A common carrier having delivered a quantity of liquor in Iowa and having collected the price of the same for an Illinois vendor, was indicted for selling without a license in Iowa. *Held,* there had been no sale in Iowa.

The courts are in conflict on this point, the difference of opinion being upon the question as to when the title passes from the vendor. In *State v. O'Neil,* 58 Vt. 140, such a sale, C. O. D., was regarded as one upon condition subsequent, the title passing only upon payment to the carrier as agent of the vendor. This decision was reaffirmed by the Supreme Court, three justices dissenting, in *O'Neil v. Vermont,* 144 U. S. 323. The majority of decisions support this view, and under it, the carrier's liability seems unquestioned. See *U. S. v. Shriner,* 23 Fed. 134, and 12 *Yale Law Jour.* 165. The opposite view, held in the present case, viz.: that the title passed when the carrier received the goods, is sanctioned by the American note in *Benj. on Sales,* book ii, chap. iii. But it appears that unless the goods are sent C. O. D. the carrier ought in no case to be liable, for an unconditional delivery to a carrier passes the title to the vendee. *Stanton v. Eager,* 16 Pick. 467; *Whiting v. Farrand,* 1 Conn. 60.

LIBEL—NEWSPAPER CORPORATION—MALICE OF REPORTER—PUNITIVE DAMAGES.—GIFFORD V. PRESS PUB. CO., 79 N. Y. SUPP. 767.—*Held,* that in a libel suit against a newspaper corporation, evidence of the express malice of a reporter is admissible for the purpose of recovering punitive damages. Ingraham, J., *dissenting.*

There is no authority on either side of this question in New York, and but little elsewhere. Exemplary damages on account of the express malice of its agents have frequently been allowed against railway corporations, however. *Ry. Co. v. Prentice,* 147 U. S. 101; *Elliott, Pri. Corp.,* p. 235, note 4; *Sedg., Dam.* sec. 377, note (d). But the analogy should not be extended to libel suits. *Samuel v. Evening Mail Ass'n,* 9 Hun. 294. It has been said that the granting of punitive damages is an anomaly in a purely civil suit and should never be allowed except for an actual wrong, and that therefore a corporation which was guilty of no fault in the selection of its agents should not be held; *Mor., Pri. Corp.* sec. 728; and this result, at least in the